

0-365A002

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

55 EAST MONROE STREET

CHICAGO, ILLINOIS 60603-5803

LOS ANGELES OFFICE
ONE CENTURY PLAZA - SUITE 3300
2029 CENTURY PARK EAST
LOS ANGELES, CALIFORNIA 90067-3063
AREA CODE 213 277 7200
FACSIMILE 213 201 5219

AREA CODE 312 346-8000

TELEX 25222

FACSIMILE 312 269 8869

WASHINGTON, D C OFFICE
815 CONNECTICUT AVENUE N W
WASHINGTON, D C 20006-4004
AREA CODE 202 463 2400
FACSIMILE 202 828 5393

NEW YORK OFFICE
767 THIRD AVENUE
NEW YORK, NEW YORK 10017-2013
AREA CODE 212 715 9000
FACSIMILE 212 752 3116

SACRAMENTO OFFICE
770 L STREET
SUITE 1150
SACRAMENTO, CALIFORNIA 95814-3325
AREA CODE 916 446 3970
FACSIMILE 916 446 4214

SAN FRANCISCO OFFICE
101 CALIFORNIA STREET
SUITE 2900
SAN FRANCISCO, CALIFORNIA 94111-5858
AREA CODE 415 397-2823
FACSIMILE 415 397-8549

17157
DEC 31 1990 -9 10 AM
INTERSTATE COMMERCE COMMISSION

December 31, 1990
FIRST FILING

17157
DEC 31 1990 -9 10 AM
INTERSTATE COMMERCE COMMISSION

Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Room 2303
12th & Constitution
Washington, D.C. 20423

\$30.00
DEC 31 9 05 AM '90
MOTOR OPERATING UNIT

Attention: Mrs. Mildred R. Lee/DOCUMENTS FOR RECORDATION

Dear Mr. Strickland:

I am an attorney representing a party to the enclosed Railcar Lease Agreement.

I have enclosed originals and certified copies of the documents described below, to be recorded pursuant to Section 11303 of, Title 49 of the United States Code and the regulations adopted thereto.

New number
1. The first document is a Memorandum of Railcar Lease Agreement, a primary document, dated December 28, 1990.

The names and addresses of the parties to the document are as follows:

Lessor: The CIT Group/Equipment Financing, Inc.
270 Park Avenue
New York, New York 10017

Lessee: American National Bank and Trust Company of
Chicago, as Trustee under Trust Agreement dated
as of December 28, 1990 and known as
Trust No. 34110007
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Corporate Trust

-A next page

ICC

Page 2

Beneficiary: Helm-Pacific Leasing
1416 Dodge Street
Omaha, Nebraska 68179

—A 2. Also enclosed is a second document to be filed as a secondary document. The document is:

Assignment and Security Agreement, a secondary document, dated December 28, 1990.

The primary document to which this is connected is recorded with this letter.

The names and addresses of the parties to this document are as follows:

Assignor: American National Bank and Trust Company of
Chicago, as Trustee under Trust Agreement dated
as of December 28, 1990 and known as
Trust No. 34110007
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Corporate Trust

Helm-Pacific Leasing
1416 Dodge Street
Omaha, Nebraska 68179

Assignee: The CIT Group/Equipment Financing, Inc.
270 Park Avenue
New York, New York 10017

A description of the equipment covered by each document follows:

230 4-pocket open topped hopper railroad cars with rotary couplers manufactured by Trinity Industries, Inc. in 1990 having the following serial numbers and currently bearing or in the future to be bearing the running marks and numbers:

Serial Numbers: 20000-20104, inclusive and
40500-40624, inclusive

Running Numbers: TNM 20000-20104, inclusive and
DRGW 40500-40624, inclusive

A fee of \$30.00 (\$15.00 for each document to be filed) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation and the enclosed copy of this letter, each stamped with your recordation number, to the person bearing this letter.

Interstate Commerce Commission
Washington, D.C. 20423

12/31/90

OFFICE OF THE SECRETARY

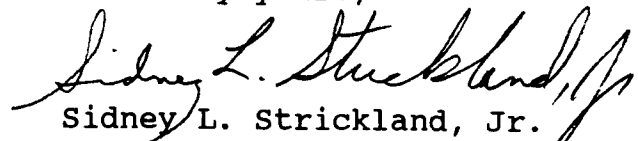
Richard Demarest Yant
Seyfarth, Shaw, Fairweather & Geraldson
55 East Monroe Street^{3/2}
Chicago, Illinois 60608

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/31/90 at 9:10am, and assigned recordation number(s).

17158 17158-A & 17158-B ,17159, 17159-A & 17159-B
17157 & 17157-A 17160 17160-A & 17160-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

ANNEX ____

17157

DEC 31 1990 -9⁴⁴ AM

MEMORANDUM OF
RAILCAR LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

This Memorandum of Railcar Lease Agreement is intended to evidence the Railcar Lease Agreement, dated as of December 28, 1990 (the "Lease") between The CIT Group/Equipment Financing, Inc., a New York corporation (the "Lessor"), the American National Bank and Trust Company of Chicago, a national banking association, as Trustee under a Trust Agreement dated December 28, 1990 (the "Lessee") and Helm-Pacific Leasing, a Nebraska joint venture (the "Beneficiary"), for the purpose of satisfying the requirements of recordation with the Interstate Commerce Commission under Section 49 of U.S.C. 11303. The Lessor is the owner of the open top hoppers, more fully described in Schedule A hereto (the "Units"). The Lessee leased from the Lessor all the Units at the rentals and upon the terms and conditions provided in the Lease.

IN WITNESS WHEREOF, the Lessor, Lessee, and Beneficiary, each pursuant to due authority, have executed this Memorandum of Lease as of this 28th day of December, 1990.

LESSOR:

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: [Signature]

Its: VICE PRESIDENT

BENEFICIARY:

HELM-PACIFIC LEASING

By: Helm Pacific Corporation, its Joint Venturer

By: [Signature]

Its: PRESIDENT

By: Union Pacific Venture Leasing, Incorporated, its Joint Venturer

By: [Signature]

Its: PRESIDENT

LESSEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, a national banking
association

By: [Signature]

Its: TRUST OFFICER

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.

STATE OF CALIFORNIA

)

) S.S

COUNTY OF SAN FRANCISCO

)

On this 24th day of December, 1990, before me personally appeared Richard C. Keicher, to me personally known, who, being by me duly sworn, says that he is President of Helm Pacific Corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation as a joint venture partner of Helm-Pacific Leasing.

Lynda A. Herskovitz
NOTARY PUBLIC

My Commission Expires:

July 16, 1993

[Notarial Seal]



STATE OF NEBRASKA

)
) S.S
)

COUNTY OF DOUGLAS

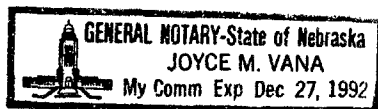
On this 26 day of December, 1990, before me personally appeared Charles F. Fiedler, to me personally known, who being by me duly sworn says that he is a President of Union Pacific Venture Leasing, Incorporated, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation as a joint venture partner of Helm-Pacific Leasing.

Joyce M. Vana
NOTARY PUBLIC

My Commission Expires:

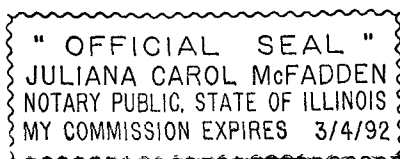
12/27, 1992

[Notarial Seal]



STATE OF Illinois)
COUNTY OF Cook) S.S

On this 28th day of December, 1990, before me personally appeared Paul J. Fadden, to me personally known, who, being by me duly sworn, says that he is Vice President of The CIT Group/Equipment Financing, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Juliana Carol McFadden
NOTARY PUBLIC

My Commission Expires:

March 4, 1991

[Notarial Seal]

SCHEDULE A

Equipment Schedule

<u>Equipment Description</u>	<u>AAR Designation</u>	<u>Running Nos.</u>	<u>Serial Nos.</u>
230 100-ton 3600 cubic foot capacity 4-pocket open top hopper railroad cars, built by Trinity Industries, Inc. in 1990	HT	TNM 20000-20104 and DRGW 40500-40624	20000-20104 and 20500-40624

The instrument is executed by the undersigned Trustee, not personally, but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee has no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

COUNTY OF COOK

On this 28th day of December, 1990, before me personally appeared Brian Jerusalem to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of American National Bank and Trust Company of Chicago, that said instrument was signed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

Notary Public

~~[Notarial Seal]~~
My Commission expires

RICHARD D YANT
Notary Public, State of Illinois
My Commission Expires Dec 15, 1991